Contractors or Piece Workers or of the Employer.

35. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

36. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

37. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials / Construction Equipments will be adopted from time to time on mutual consents of the Employer and the Contractor.

38. **Arbitration (Clause 24)**

38.1 The Procedure for Arbitration shall be as follows.

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure).

b. Arbitration Proceedings shall be held at Bengaluru, Karnataka State.

c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.

d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

39. **Quality Control Tests**

The Contractor shall arrange adequately equipped own Laboratory Facility Set up at Site for Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRT&H Specifications and as per the Instructions of the Employer / Employer's Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology, Quality Control System, Safety Management, etc. as per the prevailing State – of – the – Art Facilities in prior consent with the Employer.

40. The Employer might deploy Employer's Representative for Design Checking and Approval, Work Supervision, Quality Control and Supervision, Progress Monitoring, Safety Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

41. **Existing Services / Utility Lines**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines, Power Lines and similar Services / Utility Lines encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labours, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services.

42. **Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of

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Yelahanka Zone

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any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following:

i. The Convenience of the public, or
ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

c. Further, it shall be the Responsibility of the Contractor to obtain required Permission / Approval from the Concerned Traffic Police Authorities regarding Traffic Diversion at the Contractor's own Risk and Cost. The Employer will assist the Contractor in coordination only.

d. Further the Contractor is liable to follow the rules and regulation stipulated by the traffic department without fail. Event of accident or incident to the vehicles/public/pedestrian, only the Contractor will be held responsible.

e. The Contractor shall provide Skilled Flagmen for Traffic Diversion as per the Requirement of the Concerned Department.

f. The Contractor shall provide Traffic Barricades with Blinkers, Reflective Tapes, Road Delineators, Traffic Cones, Portable Signages, Reflective Lights and other necessary Traffic Signage as required, as directed by the Concerned Authorities and as per the Specifications.

43. **Mapping of Existing Services / Utility Lines**

The Successful Tenderer (Contractor), on Award of Work, shall map all the Existing Service Lines, above and below the ground level within the Battery Limit, such as Water Supply, Underground Drainage, Electrical, Telephone, Optical Fibre Cables, etc. Mapping of the Service Lines below the Ground Level shall be carried out using Ground Penetrating Radar (GPR) Equipment. Mapping shall be got approved by all the respective Service Departments at the Risk and Cost of the Contractor. The Contractor shall submit the Approved Maps to the Employer. The Employer will assist the Contractor in coordination only.

44. **Protection of the White Topped Surface**

The Contractor shall cover and protect the White Topped Surface till the Final Setting of the Concrete against Rain; Leaves, Branches, Twigs of Trees; Footprints of Human beings / Animals, etc. The Contractor shall be held fully responsible for any lapses in this regard. The Contractor has to remove such defective work at his own risk and cost and redo the defective work.

45. **Concrete**

The Contractor shall obtain Pavement Quality Concrete only from the Ready Mix Concrete (RMC) Plants established by the Reputed Cement Manufacturers. The List of these Reputed Cement Manufacturers shall be approved by the concerned Chief Engineer. Further, the Contractor shall enter into a Memorandum of Understanding (MoU) with the Approved Supplier by stating that the Supplier will be supplying the RMC to the Contractor on time as per the Requirements and this MoU shall be a part of the Contract Agreement.

Alternatively, the Contractor shall install his own Batch Mix Plant of Capacity minimum 300 cum / day. Further, Installation Details such as Location, Equipment and Accessory Details, Capacity, etc. shall be approved by the concerned Chief Engineer prior to installation.

The Design Mix of Concrete in both the cases shall be approved by the concerned Chief Engineer.

46. **Heavy Duty Cobble Stone/Inter locking Cobble Stone**

The Concrete Grade of Heavy Duty Cobble Stone proposed shall not be less than M40 and each Stone shall be provided with 3 dimension locking system.

47. **Kerb Stone**

The Concrete Grade of kerb proposed shall be as per specification mentioned in the BOQ and

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48. **Maintenance Period**

The Tenderer shall quote suitably the Rate, inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc., towards the Maintenance Expenditures, to be incurred by him, of the Infrastructures created, during the Maintenance Period of 36 months after the Completion of Defect Liability Period of 24 months.

49. The Maintenance of the Roads handed over to the Contractor for White Topping is the sole responsibility of the Contractor. He shall ensure that the Pavement Layers are maintained in the motorable conditions without any potholes from the day of issue of work order. If the Contractor fails to maintain the road, the Contractor will be liable to pay penalty of Rs. 10,000/- per pothole per day.

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi.
2. International Centre for Alternative Disputes Resolution (India).
3. Indian Roads Congress.
4. Indian Building Congress.
5. Indian Institute of Bridge Engineers.
6. Indian Institute of Public Health Engineers.
7. Institute of Water Works.

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SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Clause Reference

1.1 The Employer: **The Commissioner**
Address: **Bruhat Bengaluru Mahanagara Palike**
N. R. Square
Bengaluru – 560 002

Name of Authorized Representative: **Executive Engineer,**
Project Division, Yelahanka Zone,
BBMP Office, Bangalore.-560092

1.1 The Name and Identification Number of the Contract:
White topping of road from Sheshadripuram First grade College to Aroma Bakery junction via 3rd Cross Road, 1st A Main Road, 16th B Cross Road Annexure- F-(2),
No. dated

The Work consists of Desilting of Roadside Drains; Refixing / Fixing of Drain Cover Slabs; Fixing of New Kerb Stones; Construction of Parking Zone; Construction of New Cast – in – Situ / Kerb Stone Median; Construction of New Roadside Drain; Laying of Utility Ducts along Footpath; Construction of New Footpath; Construction of Manholes and Cross Utility Ducts; Construction of Rainwater Recharge Pit; Milling of Existing Bituminous Surface; Providing and Laying of Bituminous Macadam for Filling of Potholes, Cracks, etc. and for Profile Correction as well; Providing and Laying of White Topping; Painting of Kerb Stones, Median; Lane Marking; Proving and Fixing of Traffic Signs; Improvements to Cross Roads; etc. and Maintenance of all the Infrastructural Facilities developed for a Defect Liability Period of 36 months

1.1 The Start Date shall be **Date of Issue of Notice to Proceed with the Work**.

1.1 The Sites are located **along Reaches as detailed out in enclosed Key Maps**.

2.2 The following Documents also form part of the Contract: **N / A**

13. Insurance requirements are as under:

Sl. No.	Type of Cover	Minimum Cover for Insurance for 12 months
i.	Works and of Plant and Materials	The Sum stated in the Agreement plus 20%
ii.	Loss or damage to equipment	Full Replacement Cost
iii.	Loss or damage to property of Third Party	Full Replacement Cost
iv.	Personal Injury or Death Insurance a. for Third Party b. for Contractor's Employees or Labour	 Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each. In accordance with the Statutory Requirements Applicable to Karnataka.

17. The Intended Completion Date for the whole of the Works is **12 Months as stipulated in IFT**

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from the Start Date including monsoon season with following milestone.

MileStone	Physical work to be completed (Cumulative)	Period from the date of issue of Notice to proceed with the work (Cumulative)
Milestone 1	10%	184.35 Lakhs
Milestone 2	35%	245.80 Lakhs
Milestone 3	60%	368.70 Lakhs
Milestone 4	80%	245.80 Lakhs
Milestone 5	100%	184.35 Lakhs

21. The Site Possession Date: **From the date of Issue of Work Order.**

21.1 The Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works: **within 10 days from the Date of Signing the Agreement.**

25. The Methodology and Program of Construction: **10 Days from the Date of Entering into Agreement.**

25. The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: **10 Days from the Date of Entering into Agreement.**

31. The Defects Liability Period is **36 Months, which will run concurrently from the Date of the Physical Completion of the Project and on issuance of Completion Certificate by the Competent Authority.**

40. **Price Adjustment Formula:**

R = Value of Work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for Labour Component

i. Price Adjustment for increase or decrease in the Cost due to Labour shall be paid in accordance with the following Formula.

$$V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o$$

Where

V_L = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in Rates for Local Labour

Lo = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter preceding the Date of Opening of Tenders as published by the Labour Bureau, Ministry of Labour, Government of India

Li = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

P_L = Percentage of Labour Component of the Work

Adjustment for Cement Component

ii. Price Adjustment for Increase or Decrease in the Cost of Cement Component procured by the Contractor shall be paid in accordance with the following Formula.

$$V_C = 0.85 \times P_C / 100 \times R \times (C_i - C_o) / C_o$$

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Where

V_C = Increase or Decrease in the Cost of the Work during the Quarter under consideration due to Changes in the Rates for Cement

C_o = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter preceding the Date of Opening of the Tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

C_i = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_C = Percentage of Cement Component of the Work

Adjustment for Steel Component

iii. Price Adjustment for Increase or Decrease in the Cost of Steel procured by the Contractor shall be paid in accordance with the following Formula.

$$V_S = 0.85 \times P_S / 100 \times R \times (S_i - S_o) / S_o$$

Where

V_S = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Steel

S_o = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter preceding the Date of Opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

S_i = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_S = Percentage of Steel Component of the Work

Adjustment of Bitumen Component

iv. Price Adjustment for Increase or Decrease in the Cost of Bitumen shall be paid in accordance with the following Formula.

$$V_B = 0.85 \times P_B / 100 \times R \times (B_i - B_o) / B_o$$

Where

V_B = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rate for Bitumen.

B_o = The Official Retail Price of Bitumen at the IOC / HPCL / BPL or POL Depot at Mangalore, Karnataka on the day 30 days prior to the Date of Opening of Bids.

B_i = The Official Retail Price of Bitumen at the IOC / HPCL / BPL or POL Depot at Mangalore, Karnataka for the 15th Day of the Middle Calendar Month of the Quarter under consideration.

P_B = Percentage of Bitumen Component of the Work.

Adjustment of Fuel and Lubricant Component:

v. Price Adjustment for Increase or Decrease in the Cost of Fuel and Lubricants shall be paid in accordance with the following Formula.

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$V_F = 0.85 \times P_F / 100 \times R \times (F_i - F_o) / F_o$

Where

V_F = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Fuel and Lubricants.

F_o = The Official Retail Price of High Speed Diesel (HSD) at the IOC / HPCL / BPL or Consumer Pump at Bangalore on the day 30 days prior to the Date of Opening of Bids.

F_i = The Official Retail Price of HSD at the IOC / HPCL / BPL or Consumer Pump at Bangalore for the 15th Day of the Middle Calendar Month of the Quarter under consideration.

P_F = Percentage of Fuel and Lubricant Component of the Work.

Note: For the Application of this Clause the Price of HSD has been chosen to represent Fuel and Lubricant Group.

Adjustment for Plant and Machinery Spares Component:

vi. Price Adjustment for Increase or Decrease in the Cost of Plant and Machinery Spares procured by the Contractor shall be paid in accordance with the following Formula.

$V_P = 0.85 \times P_P / 100 \times R \times (P_i - P_o) / P_o$

Where

V_P = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Plant and Machinery Spares.

P_o = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter preceding the Date of Opening of Bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_P = Percentage of Plant and Machinery Spares Component of the Work.

Note: For the application of this Clause index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares Group.

Adjustment for Other Materials:

vii. Price Adjustment for Increase or Decrease in the Cost of other Materials other than Cement, Steel, Bitumen, Fuel and Lubricants procured by the Contractor shall be paid in accordance with the following Formula.

$V_M = 0.85 \times P_M / 100 \times R \times (M_i - M_o) / M_o$

Where

V_M = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Local Materials other than Cement, Steel, Bitumen, Fuel and Lubricants.

M_o = The All India Average Wholesale Price Index for all Commodities for the Quarter preceding the Date of Opening of Bids as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i = The All India Average Wholesale Price Index for all Commodities for the Quarter

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under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M = Percentage of other Material Component (Other than Cement, Steel, Bitumen, Fuel and Lubricants) of the Work.

The following Percentages will govern the Price Adjustment for the entire Contract:

1. Labour – P_L
2. Cement – P_C
3. Steel – P_S
4. Bitumen – P_B
5. Fuel and Lubricants – P_F
6. Plant and Machinery Spares – P_P
7. Other materials – P_M

41. **TOTAL 100.0 %**

41. The Liquidated Damages for the whole of the Works are **0.1% of the Final Contract Price** per day.

42. The Maximum Amount of Liquidated Damages for the whole of the Works: **10% of Final Contract Price.**

The Amounts of the Advance Payment are

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract Price	On submission of Unconditional Bank Guarantee. (To be drawn before end of 20% of Contract Period).

42. (The Advance Payment will be paid to the Contractor no later than 30 days after fulfillment of the above Conditions).

Repayment of Advance Payment for Mobilization

The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such Payments to the Contractor has reached not less than 15% of the Contract Price and shall be made at the Rate of 7.5% of the Amounts of all Interim Payment Certificates until such time as the Loan has been repaid, always provided that the Loan shall be completely repaid prior to the Expiry of the Original Time for Completion pursuant to Clauses 17 and 26.

48. The Date by which "As Built Drawings" (in scale **1:100**) in 3 sets are required is within

48. **30 days** of Issue of Certificate of Completion.

49.2 **The Amount to be withheld for failing to supply "As Built Drawings" by the date required is Rs. 10000/-. Per day**

50.1 The following Events shall also be Fundamental Breach of the Contract.

1. The Contractor has contravened Clauses 7 and 9 of CC.

The Percentage to apply to the Value of the Work not completed representing the Employer's Additional Cost for completing the Works shall be **30%.**

NCC Limited * NCC * R.O. Bangalore - 560001

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SECTION 7: Specifications

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Specifications, all the Latest Editions of Relevant Codes of Indian Road Congress, Special lications, Bureau of Indian Standards, MoRT&H shall be referred to.

SECTION 8: Drawings

wings are uploaded in the e – Procurement Portal.

SECTION 9: Financial Bid

ıancial Bid (Bill of Quantities) is uploaded in the e – Procurement Portal.

ote to Bill of Quantities:

Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).

. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.

. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern [Refer ITT Clause 24.1(a)].

4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern [Refer ITT Clause 24.1 (b)].

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SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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To: _____

_____ [Name of Employer]

_____ [Address of Employer]

WHEREAS _____ [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs._____ [Amount of Guarantee][7] Rupees_____ [in Words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee][8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no Change or Addition to or other Modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This guarantee shall be valid until 30 days from the Date of Expiry of the (Defects Liability Period + Maintenance period).

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

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SECTION 11: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

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To
Commissioner
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

In accordance with your Tender No. _____ dated _____ for the Work of **White topping of road from Shesbadripuram First grade College to Aroma Bakery junction via 3rd Cross Road, 1st A Main Road, 16th B Cross Road Annexure- F(2)** (hereinafter called "the Tender"), M/s. _____ one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at _____, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. _____ (Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, _____ (Name of Bank) of _____ (Name of Country) having our Registered Office at _____ (hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto **Bruhat Bengaluru Mahanagara Palike**, (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this _____ day of _____ 20.....

The Conditions of this Obligation are:

1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
   a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
   b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain in force upto and including _____ (Date) i.e. **180 (one hundred and eighty) days** beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date _____

Signature of the Bank _____
Seal of the Bank _____

Signature of the Witness _____

Name and Address of the Witness _____

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